

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION**

MELISSA BROWN, individually and)
on behalf of those similarly situated,)
)
Plaintiff,)
)
v.)
)
1888 MILLS, LLC,)
)
Defendant.)

Civil Action No.
3:20-cv-00224-TCB

ORDER

This matter is before the Court on the parties’ Joint Motion for Court Approval of FLSA Settlement and Release Agreement. For the reasons herein, the Joint Motion is **GRANTED**.

In her Amended Collective Action Complaint (“Complaint”), Plaintiff, on behalf of herself and those similarly situated, alleges a claim against Defendant for unpaid overtime wages pursuant to the Fair Labor Standard Act, 29 U.S.C. § 201, et seq., (“FLSA”). The parties have informed the Court that have reached a settlement of this claim. Pursuant to *Lynn’s Food Stores v. United States*, 679 F.2d 1350, 1352-53 (11th Cir. 1982), however, the Court is required to review the Parties’ settlement agreement.

In conducting this review, Court must “scrutiniz[e] the settlement for

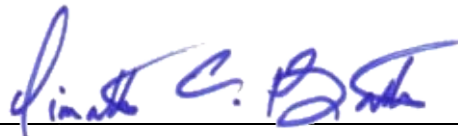
fairness,” and determine whether the settlement is a “fair and reasonable resolution of a bona fide dispute over FLSA provisions.” *Id.* at 352-53. A settlement entered into in an adversarial context where both sides are represented by counsel throughout the litigation “is more likely to reflect a reasonable compromise of disputed issues.” *Id.* The district court may approve the settlement in order to promote the policy of encouraging settlement of litigation. *Id.* at 1354.

Here, the Parties acknowledge there is a bona fide dispute regarding Plaintiff’s claims. The Parties, however, represent that they have been able to reach a settlement agreement with respect to these claims. The Plaintiff further acknowledges that the amounts that are to be paid to herself and the collective under this settlement agreement fairly compensate the collective for alleged overtime wages and liquidated damages claimed to be owed, as well as for her attorneys’ fees incurred in connection with his claims. In exchange for these payments, Plaintiff has agreed to a release of FLSA and wage and hour claims against the Defendant and to dismiss her Complaint and this civil action in its entirety with prejudice.

The Court has reviewed the settlement agreement executed by the Parties as filed with the Court in the public record and, based on the contents therein and the representations of the parties, finds that the compromise reached is a fair and reasonable resolution of the dispute. Therefore, it is **ORDERED AND**

ADJUDGED that the parties' Joint Motion to Approve Settlement Agreement and Dismiss Claims is **GRANTED**, that the Court **APPROVES** the settlement agreement between the Parties, and **ORDERS** that Plaintiff's Complaint and this civil action in its entirety is hereby **DISMISSED WITH PREJUDICE**.

SO ORDERED this 12th day of May, 2023.



TIMOTHY C. BATTEN, SR
CHIEF UNITED STATES DISTRICT COURT
JUDGE